

Section G - Contract Administration Data

TABLE OF CONTENTS

G.1	DOE-G-1001 Billing Instructions (applies to Cost-Reimbursement Task Orders only).....	2
G.2	DOE-G-1001 Billing Instructions - ALT I (applies to Fixed Price Task Orders only).....	3
G.3	DOE-G-1005 Observance of Legal Holidays	3
G.4	EMCBC-G-1009 Contract Administration.....	4
G.5	DOE-G-1010 Nonsupervision of Contractor Employees on Government Facilities.....	4
G.6	EMCBC-D-1005 Correspondence Procedures	4
G.7	EMCBC-G-1006 Defective Or Improper Invoices	5
G.8	DEAR 952.242-70 Technical Direction. (DEC 2000).....	5

Section G - Contract Administration Data

G.1 DOE-G-1001 Billing Instructions (applies to Cost-Reimbursement Task Orders only)

Contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on cost-reimbursement type contracts.

Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

The voucher shall include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost

The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
- (iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.
- (v) The total fee billed, retainage amount, and available fee must be shown.
- (vi) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(2) Supporting Documentation

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program

manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.2 DOE-G-1001 Billing Instructions - ALT I (applies to Fixed Price Task Orders only)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered.

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

G.3 DOE-G-1005 Observance of Legal Holidays

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

G.4 EMCBC-G-1009 Contract Administration

Contracting Officer (CO) - The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole. This is the official that will award and administer the basic contract.

The CO and correspondence address is:

<insert at time of award>

Contracting Officer's Representative (COR) - The CO's designated representative whose responsibilities apply to the administration of a specific Task Order issued under this contract. The COR shall be identified in each individual Task Order. The extent of the COR's authority is defined in the Contract Clause "Technical Direction".

The COR and correspondence address is:

<insert at time of award>

G.5 DOE-G-1010 Nonsupervision of Contractor Employees on Government Facilities

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

G.6 EMCBC-D-1005 Correspondence Procedures

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the COR, with an information copy of the correspondence to the CO (see below paragraph (c) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the contract form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the Government Contract Administration Office designated in block 6 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the contract form of each individual Task Order, all correspondence, other than technical correspondence, shall be addressed to the COR, with information copies of the correspondence to the COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of each individual Task Order, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the CO, COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) CO Address. The CO address is as follows:

Contracting Officer
ATTN:DE-EM0000872
U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202

(d) Technical Reports. Procedures for technical reports will be specified and described in each individual Task Order.

G.7 EMCBC-G-1006 Defective Or Improper Invoices

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice.

G.8 DEAR 952.242-70 Technical Direction. (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."